



# City of Lawrence Fire Department 2025-2026 Service Agreement

**Delivery Location: Department** 

The following when signed by **St. Vincent Health, Wellness & Preventative Care Institute, Inc. d/b/a Ascension St. Vincent Public Safety Medical (PSM),** 6612 E. 75th Street, Suite 200, Indianapolis, IN 46250 and **City of Lawrence Fire Department , 9001 E. 59th Street, Suite 204, Indianapolis, IN 46216** will constitute an agreement for delivery of the services described below under the following terms and conditions.

## A. Scope of Services

a. PSM agrees to provide the following testing and evaluation services:

	DESCRIPTION	EMR Code	2025	2026	Fire/EMS
	Blood Panel (CMP, CBC, Lipid, Veni.)	3500			
Blood and Lab Work	CMP (Comp. Metabolic Panel)	3522	\$3.37	\$3.54	Х
	CBC (Comp. Blood Count)	3083	\$2.34	\$2.46	Х
	Lipid Panel (total chol., HDL, LDL, ratio)	3523	\$4.06	\$4.26	X
Lab Work	Insulin (blood)	3527	\$12.46	\$13.08	X
	hsCRP (blood)	3568	\$11.54	\$12.12	X
	TSH-Thyroid Stim. Hormone (blood)	3126	\$4.99	\$5.24	X
	Wellness Med. Testing:	12416			
	Vital Signs-ht, wt, BMI, BP, resp., pulse (Staff Time)	6000	\$0.00	\$0.00	X
Medical	PFT – Pulmonary Function Test	6110	\$4.84	\$5.08	X
Testing	Audiometry	6090	\$0.00	\$0.00	X
	EKG w/interp	6120	\$1.33	\$1.40	X
	Urinalysis – Dipstick	6020	\$0.41	\$0.43	X
Physical Exam (Staff Time Below)	Respirator/Medical Review	6304	\$0.00	\$0.00	Х
	Comprehensive Physical Exam	12500	\$0.00	\$0.00	Х
	Health Risk Appraisal (Medikeeper)	7000	\$0.00	\$0.00	X
	Behavioral Health Questionnaire	7260	\$35.00	\$36.75	
Fitness Services (Testing as listed, Plus Staff Time Below)	Treadmill – Max (Indirect VO2)	2082	\$100.00	\$105.00	Х
	Flexibility Test (leg raise, shoulder flex/extend)	2030	\$0.00	\$0.00	X
	Waist / Hip Ratio	2018	\$0.00	\$0.00	X
	Body Fat	2019	\$0.00	\$0.00	Х
Web-Based Services	OnMed Program	8135	\$0.00	\$0.00	Х
Estimated Subtotal	Cost per Person (Doesn't include age based testing or other fees)		\$180.34	\$189.36	×
Other Fees and Testing	PSA-Prostate Specific Ag (men: ages 40+)	3115	\$7.19	\$7.55	Х
	Urine Bladder Cancer Screen (If Indicated)	6033	\$15.30	\$16.07	Х
	Chest X-ray - PA/LAT (Digital) (If Indicated)	4000	\$15.45	\$16.22	Х
	CCS 4-Week - Referral if indicated	2160	\$97.00	\$101.85	X
	Referral - St Vincent Stress Echo if indicated	2175	\$506.75	\$532.89	Х

# Scope of Staffing, Management, and Travel

PSM agrees to provide the following staffing and administration:

	DESCRIPTION	2025	2026
	Medical Assistant (Blood Draws)	\$2,558.00	\$2,685.90
	Medical Assistant (Evaluations)	\$4,548.00	\$4,775.40
	Fitness Specialist	\$9,096.00	\$9,550.80
Staff Time	Nurse Practitioner	\$7,498.00	\$7,872.90
	NP Review	\$1,874.00	\$1,967.70
	MD Review	\$3,981.00	\$4,180.05
	Chart Preparation & Individual Data Management	\$840.00	\$882.00
Management & Administration	Supplies, overhead & administrative services	\$19,805.00	\$20,795.25
Travel Expense	Travel expense for onsite deliverables	\$96.48	\$101.30
Subtotal	Fee for Staff Time, Management, Travel Expense \$50,296.48		\$52,811.30
Make up Day(s)	*If required, make-up days will be billed at staff time expense only, or the incumbent can make up their exam at PSM offices at a cost of \$345 per incumbent plus variable costs. If an x-ray is required, an additional \$30 will be billed.		

#### B. Billing

- a. Invoices are generated monthly. Payment terms are Net 30 days.
- b. The parties acknowledge and understand that the rates stated reflect rates current as of the Date of this Agreement, and are subject to change during the Term of this Agreement without a mutually signed written amendment. The parties agree that Client is responsible for payment of all lab/vaccine/testing protocol costs according to the current rates.

Invoices sent to:	Anthony Dowd	adowd@cityoflawrence.org
Accounts payable contact:	Anthony Dowd	Deputy Chief

#### C. Billing:

- a. Blood and Testing: Pass through cost
- b. Evaluations: Pass through cost + Staff Time, Management, and Travel subtotal
- c. If additional days are required for testing or examinations, staff time and travel will be billed at pass through cost.

#### D. Assignability

a. This Agreement is not assignable.

# E. Right to Receive Notice of Breach

a. As required by the Health Insurance Portability and Accountability Act (HIPAA), PSM will provide a written notice to all **Public Safety Medical Services** employees in the event we learn of any unauthorized acquisition, use or disclosure of your personal health

information (PHI) as a result of not being properly secured as required by HIPAA. We will notify employees of the breach as soon as possible but no later than sixty (60) days after the breach has been discovered. PSM will incur all expenses for notification and actions necessary to correct breach.

## F. Policy on Additional Testing

a. In the event that PSM finds it necessary to perform additional testing at City of Lawrence Fire Department expense and at the request of the medical director, the City of Lawrence Fire Department representative will be notified in advance.

## G. Policy on Repeat Testing

a. In the event that PSM finds it necessary to retest a patient due to a positive test result or the recommendation of the PSM medical director, the cost incurred will be billed to City of Lawrence Fire Department if the retest was not based upon an error on the original test. The City of Lawrence Fire Department representative will be notified in advance. If the retest is due to an error by PSM or a contracted laboratory or other representative, PSM will absorb any additional retest costs. No recommended actions will be made to City of Lawrence Fire Department until PSM has received accurate retest information.

## H. Policy on Reporting Results

- a. PSM will provide a Respirator Clearance Opinion, which is compliant with the OSHA Standard 1910.134, for all employees who utilize a Self Contained Breathing Apparatus (SCBA) and PASSING the OSHA standard criteria providing approval for the use of an SCBA. It is important to underscore that the Respirator Clearance Opinion is NOT to be confused with a Medical Clearance Opinion for performing all the essential functions of firefighting. The Medical Clearance Opinion is provided after PASSING criteria provided by the most current NFPA 1582 Standard on Comprehensive Occupational Medical Program for Fire Departments and the International Association of Firefighters (IAFF) and the International Association of Fire Chiefs (IAFC) Wellness Fitness Initiative (WFI). No specific medical test results for any patient are provided to any representative without the written consent of the patient unless required by law. If during the Medical Clearance Opinion evaluation, findings are such that the patient cannot be medically cleared to perform the essential functions of a firefighter, the patient will be counseled as to the medical concerns and the need for further medical evaluation and or treatment along with being assigned to limited duty.
- b. PSM will provide a medical/respirator clearance letter for every patient. The letter will state whether or not the employee is medically cleared for duty. No specific medical test results for any patient are provided to any representative without the written consent of the patient unless required by law. If during the medical evaluation, findings are such that the patient cannot be medically-cleared for duty, the patient will be counseled as to the medical concerns and the need to limit duty assignment. The designated City of Lawrence Fire Department representative will be notified, in general terms, of the need for duty restriction and any safety-sensitive responsibilities. It will also be recommended that the patient be re-evaluated by PSM, after appropriate medical treatment, to provide final clearance of return to full duty after a release is first made by the patient's treating physician. PSM will assist the employee with providing related medical information and their job requirements to the treating physician to assist in their care.

## I. Dates and Location of Services

SERVICE	DATES	LOCATION
1		

Blood Draws	TBD	City of Lawrence Fire Dept.
Exams	TBD	PSM

J. Departmental Information

Anthony Dowd  Deputy Fire Chief  adowd@cityoflawrence.org
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Address: 9001 E. 59th Street, Suite 204, Indianapolis, IN 46216

Number of Personnel:

98

Chief of Dept:

**Robert Wallace** 

#### K. Pricing

- a. Pricing reflected above is valid through the term of this agreement.
- b. Scheduling assumes 98 participants.

#### L. Records and Accounts

a. PSM shall maintain accurate records and accounts of all transactions relating to the Services performed by it pursuant to this Agreement.

#### M. Exam Arrival Time

a. To optimize the service provided to **City of Lawrence Fire Department** personnel, we request that you send your personnel 15 minutes prior to their appointment time.

### N. When Running Late

a. If your personnel are running late for their appointment(s), please call your client manager whose name and number is listed on the signature page. This will ensure that appropriate arrangements may be made at PSM to accommodate your personnel or potential rescheduling.

#### O. Cancellations

**a.** Cancellations should be made <u>at least 3 days</u> (1 shift for fire departments) prior to the scheduled appointment. This enables PSM with enough notice to offer the appointments to another department and properly prepare.

#### P. Liability and Indemnification

a. PSM shall have no liability whatsoever to **City of Lawrence Fire Department** for any error, act or omission in connection with the services to be rendered by PSM to **City of Lawrence Fire Department** hereunder unless any such error, act or omission derives from willful misconduct or gross negligence.

## Q. Insurance

- a. The parties agree that PSM will self-insure during the duration of this Agreement and is not required to purchase additional insurance. PSM agrees to maintain sufficient financial reserves and resources to provide for payment of any substantiated claim made against PSM during the term of this Agreement. City can request copies of PSM's financial records at any time to ensure that PSM has sufficient financial resources on hand to provide for adequate coverage of potential claims.
- b. Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of PSM to the above enumerated amounts.

## R. Confidentiality

a. Each party acknowledges that in the course of performance under this Agreement, it may have access to or become familiar with certain non-public proprietary information or intellectual property of the other. The Parties agree that this Agreement and the terms set forth herein are Confidential Information. Neither party may use, publish, or disclose, or authorize any of its agents or employees to use, publish, or disclose, any Confidential Information without the other party's prior written consent of the other party (except to the extent necessary to perform its obligations under this Agreement).

#### S. Term and Termination

a. The term of this Agreement will commence on the last date of signature below (the "Effective Date") and will terminate on December 31,2026. Either PSM or [CLIENT] may terminate this Agreement at any time and for any reason by giving thirty (30) days' prior written notice. PSM shall be entitled to payment for deliverables in progress at the time that any notice of termination is given to the extent the work has been performed satisfactorily.

St. Vincent Health, Wellness & Preventative Care Institute, Inc. d/b/a Ascension St. Vincent Public Safety Medical	City of Lawrence Fire Department
Name Printed	Name Printed
Name Signed	Name Signed
Title	Title
Date	 Date

### Your Client Manager:

Name: Rhonda Gallagher

Mobile: 317.437.4005

# ADDENDUM TO CITY OF LAWRENCE FIRE DEPARTMENT 2025-2026 SERVICE AGREEMENT

This Addendum is entered into by and between St. Vincent Health, Wellness & Preventative Care Institute, Inc. d/b/a Ascension St. Vincent Public Safety Medical ("PSM") and the City of Lawrence Fire Department. The purpose of this Addendum is to add additional terms and conditions to those set forth in the City of Lawrence Fire Department 2022-2024 Service Agreement ("Agreement"). This Addendum and the Agreement are incorporated into each other and, when read together, shall constitute one integrated document. Any inconsistency, conflict, or ambiguity between this Addendum and the Agreement shall be resolved by giving precedence and effect to this Addendum.

The following provisions are hereby added to the Agreement:

E-Verify. Under Ind. Code § 22-5-1.7-11, by entering into the Agreement with the City of Lawrence Fire Department, PSM is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. PSM is not required to verify the work eligibility status of all of its newly hired employees through the E-Verify program if the E-Verify program no longer exists. By executing this Agreement, PSM affirms that it does not knowingly employ an unauthorized alien. PSM further affirms that, prior to entering into this Agreement with the City of Lawrence Fire Department, it will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

**Non-Discrimination.** PSM agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

**Non-Appropriation.** The Parties acknowledge the City of Lawrence Fire Department is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if at any time during the initial term or subsequent term of this Agreement, the City of Lawrence Fire Department's fiscal body should fail to appropriate sufficient funds to continue this Agreement, it will become null and void. The City of Lawrence

Fire Department shall not be obligated to perform unless and until sufficient funds are appropriated. The City of Lawrence Fire Department agrees to seek funding for the continuation of the Agreement during each budget cycle during the initial term or subsequent term of this Agreement. The City of Lawrence Fire Department agrees to inform PSM in writing of any such non-allocation of funds at the earliest possible date, and shall pay for all services provided prior to exhaustion of the appropriated funds.

St. Vincent Health, Wellness & Preventative Care Institute, Inc. d/b/a Ascension St. Vincent Public Safety Medical	City of Lawrence Fire Department
Name Printed	
Name Signed	
Title	
 Date	